

ENCROACHMENT PERMIT

Pursuant to Resolution No. 11065 of the City of Riverside, permission is hereby granted to Daon Corporation, owner thru their contractor
and agent

Turner Construction Company

Attn: Bob Williams

their heirs and assigns, hereinafter referred to as "Permittee" to use and occupy the following described property. Those portions of public right of way of Lime Street, Lemon Street, 9th Street and 10th Street as shown on Exhibit A, attached, all as shown on Parcel Map Book 48, Page 3, records of Riverside County, California,

in accordance with the terms hereof.

1. Permittee shall use and occupy the described property only in the manner and for the purposes as follows: for construction and maintenance of a temporary chain link construction fence and placement and use of "construction office" trailers within the areas designated on Exhibit A, attached.

1a. The Lime Street and 10th Street encroachments are now existing. The 9th Street area, shown as Phase II has no present encroachments but similar uses shall be allowed during the current project, upon notification of the Public Works Dept.

1b. The fencing on 9th Shall not obstruct access to the existing fire hydrants.

1c. This permit shall expire automatically upon removal of encroachments and return of the area to its original condition, or better, to the specifications of the Public Works Department. Automatic expiration is notwithstanding the conditions of Item 3.

2. Permittee, by acceptance of the benefits hereunder, acknowledges title to the property to be in the City of Riverside and waives any right to contest the validity of the dedication or grant.

3. Permittee acknowledges that the described property is the site of a proposed or planned public improvement and that, accordingly, all rights and privileges of use permitted shall cease and expire upon notice of revocation by the City. Upon the expiration or revocation, Permittee shall, within the time prescribed by the City, remove all improvements or obstructions placed, constructed or maintained by the Permittee. If the Permittee fails to abide by the removal order of the City within the time prescribed, the City shall have the right to remove and destroy the improvements without reimbursement to the Permittee and the cost of such removal shall be paid by the Permittee to the City of Riverside and shall constitute a debt owed to the City of Riverside.

4. Permittee, by acceptance hereof, waives the right of claim, loss, damage or action against the City of Riverside arising out of or resulting from revocation, termination, removal of the improvements or any action of the City of Riverside, its officers, agents or employees taken in accordance with the terms hereof.

5. Finding and determination by the City Council of the City of Riverside that the Permittee, or his heirs and assigns or successors in interest, are in default of the terms hereunder shall be cause for revocation.

6. Permittee herewith agrees to hold the City of Riverside harmless from and against all claims, demands, costs, losses, damages, injuries, action for damages and/or injuries, and liability growing or arising out of or in connection with the construction, encroachment, and/or maintenance to be done by Permittee or his agents, employees or contractors within the described property.

DATED: August 11, 1981 CITY OF RIVERSIDE, a municipal corporation
 By [Signature] Mayor
 Attest [Signature] City Clerk

The foregoing is accepted by:

(Signature(s) of Permittee)

Robert R. Williams

APPROVED AS TO CONTENT

[Signature]
 Department Head

APPROVED AS TO FORM

[Signature]
 City Attorney

CITY MANAGER APPROVAL

[Signature]
 City Manager